

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Partial Termination and Release of Trademark Collateral Security and Pledge Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Bank of America		11/30/2005	National Banking Association:
RECEIVING PARTY DATA			
Name:	Emmis Operating Company		
Street Address:	40 Monument Circle		
Internal Address:	Suite 700		
City:	Indianapolis		
State/Country:	INDIANA		
Postal Code:	46204		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Registration Number:	2013974	WTHI	
CORRESPONDENCE DATA			
Fax Number:	(214)746-8584		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Email:	peggy.jones@weil.com		
Correspondent Name:	Peggy J. Jones		
Address Line 1:	200 Crescent Court, Suite 300		
Address Line 4:	Dallas, TEXAS 75201		
NAME OF SUBMITTER:	Peggy J. Jones		
Signature:	/Peggy J. Jones/		
Date:	12/29/2005		
Total Attachments: 5			

OP \$40.00 2013974

900038749

TRADEMARK
REEL: 003218 FRAME: 0376

source=Partial Termination and Release 2013974#page1.tif
source=Partial Termination and Release 2013974#page2.tif
source=Partial Termination and Release 2013974#page3.tif
source=Partial Termination and Release 2013974#page4.tif
source=Partial Termination and Release 2013974#page5.tif

PARTIAL TERMINATION AND RELEASE
OF
TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

PARTIAL TERMINATION AND RELEASE (the "Partial Termination and Release"), dated as of November 30, 2005 of Trademark Collateral Security and Pledge Agreement, (as amended and in effect from time to time, the "Trademark Agreement"), dated as of May 10, 2004 by and among **Emmis Operating Company**, an Indiana corporation (the "Company"), each of the subsidiaries of the Company party to the Trademark Agreement (collectively, the "Subsidiary Grantors"), and each individually, a "Subsidiary Grantor", with the Company and the Subsidiary Grantors hereinafter collectively referred to as the "Grantors", and each individually, a "Grantor"), and **Bank of America, N.A.**, a national banking association with an office at 901 Main Street, 14th Floor, Dallas, Texas 75202-3714, as Administrative Agent (in such capacity, the "Administrative Agent") for itself and the other lending institutions (collectively, the "Lenders") which are or may become parties to that certain Revolving Credit and Term Loan Agreement, dated as of May 10, 2004 (as amended, supplemented, and restated or otherwise modified and in effect from time to time, the "Credit Agreement"), by and among the Company, Emmis Communications Corporation, an Indiana corporation (the "Parent"), the Lenders, the Administrative Agent, Goldman Sachs Credit Partners L.P, as syndication agent, and Wachovia Bank N.A., Deutsche Bank Securities Inc. and Credit Suisse First Boston, acting through its Cayman Island Branch, as co-documentation agents.

WHEREAS, the Grantors and the Administrative Agent entered into that certain Trademark Agreement, which Trademark Agreement was recorded with the United States Patent and Trademark Office on May 20, 2004 at Reel 2857, Frame 0600 for the purpose of securing payment and performance of the Grantors' obligations under the Credit Agreement;

WHEREAS, pursuant to the Credit Agreement, the Security Agreement (as defined in the Credit Agreement) and the Trademark Agreement, the Grantors granted to the Administrative Agent a continuing security interest in and first priority lien on all of the Pledged Trademarks (as defined in the Trademark Agreement and collectively known hereinafter as the "Trademarks"), and pledged, mortgaged, and hypothecated (but did not transfer title to) the Trademarks to the Administrative Agent; and

WHEREAS, the Grantors, in connection with the sale of certain assets, wish to transfer all of their right, title and interest in and to certain of the Trademarks which are identified on Exhibit A attached hereto (the "Subject Trademarks") to LIN Television Corporation (the "Transferee") pursuant to a certain Asset Purchase Agreement (the "Asset Purchase Agreement"), dated as of August 19, 2005, between the Company and the Transferee; and

WHEREAS, the Administrative Agent has agreed to terminate and release its security interest and its right, title and interest in the Subject Trademarks identified on Exhibit A attached hereto as herein provided;

NOW, THEREFORE, for valuable consideration, the Administrative Agent hereby terminates and releases its security interest in and first priority lien on the Subject Trademarks identified on Exhibit A attached hereto, and the Administrative Agent hereby assigns and transfers to the Grantors, without recourse, all of the Administrative Agent's right, title and

interest in and to the Subject Trademarks identified on Exhibit A attached hereto, effective as of the date set forth above.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the party below has executed this Partial Termination and Release as of the date first above written.

BANK OF AMERICA, N.A.,
as Administrative Agent

By: Scott Conner
Name: Scott Conner
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Texas)
COUNTY OF Dallas) ss.

On this 30th day of November, 2005, before me, the undersigned notary public, personally appeared Scott Connor, proved to me through satisfactory evidence of identification, which were driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as Vice President for Bank of America National Association).

Eva Lerond
(official signature and seal of notary)

My commission expires: 6.9.07

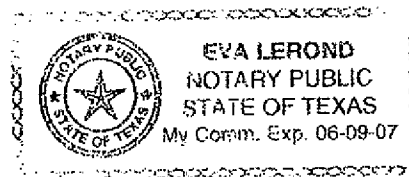


EXHIBIT A

SUBJECT TRADEMARKS

Trademark
or
Service Mark

Registrations—
United States Patent and Trademark Office
Registration No. Registration Date

WTHI

2,013,974

11/05/96